

ZB# 00-28

Levio Young

25-4-10

Prelim.

June 26, 2000

Notice to Sentinel 7/2/00

Public Hearing:

August 14, 2000.

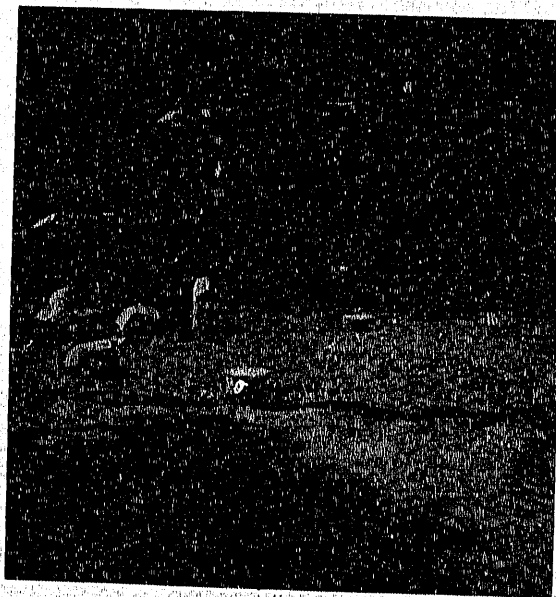
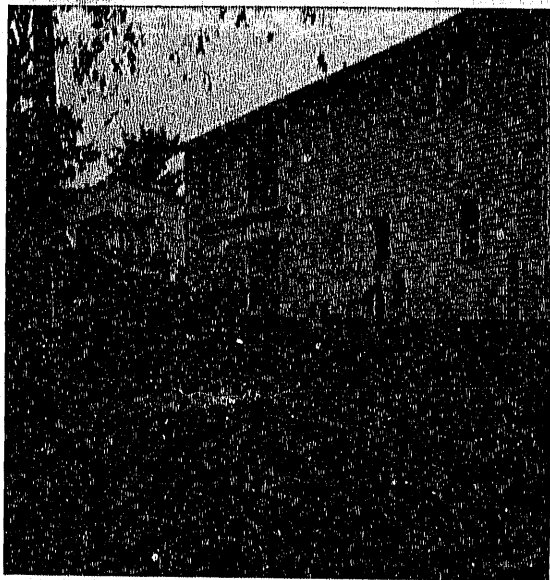
Granted.

Area

Refund: \$203.00

#00-28-Young, Devio

Area 25-4-10.



BEARING BASIS:

NORTH ORIENTATION IS BASED ON DATUM ESTABLISHED FROM DEED OF RECORD.

DEED OF RECORD:

BEING LIBER 5046 PAGE 259, FILED WITH OFFICE OF THE ORANGE COUNTY CLERK.

TAX LOT DESIGNATION:

SECTION 25, BLOCK 4, LOT 10, AS SHOWN ON THE TOWN OF NEW WINDSOR TAX MAPS.

GENERAL MAP NOTES:

1. THIS SURVEY IS SUBJECT TO ANY RECORDED AND/OR UN-RECORDED COVENANTS, RESTRICTIONS, EASEMENTS, RIGHT-OF-WAYS, AND AGREEMENTS, IF ANY.
2. UNLESS ILLUSTRATED AND NOTED BY A POINT OF REFERENCE, UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS, IF ANY, ARE NOT SHOWN HEREON.
3. ALL BUILDING AND IMPROVEMENT OFFSETS SHOWN ARE AT RIGHT ANGLES TO PROPERTY LINES.
4. ALL HEDGES AND GROUND COVER ON THE SITE MAY NOT BE SHOWN ON THIS SURVEY.

MAP REFERENCES:

'PLAN OF SUBDIVISION PARKLAWN' FILED IN THE ORANGE COUNTY CLERKS OFFICE ON MAY 22, 1973 AS MAP NUMBER 2996.

LAND SURVEY PREPARED FOR

LEVIO and ROSE YOUNG

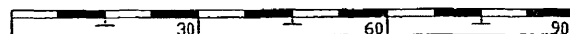
LOCATED IN THE TOWN OF NEW WINDSOR

ORANGE COUNTY

NEW YORK

SCALE: 1" = 30'

SEPTEMBER 1, 1999



SCALE IN FEET

REVISIONS:**CERTIFICATION:**

I, ANTHONY A. SORACE, P.L.S., DO HEREBY CERTIFY IN MY PROFESSIONAL OPINION, ONLY TO PARTIES LISTED BELOW THAT THIS SURVEY IS THE RESULT OF AN ACTUAL FIELD SURVEY COMPLETED ON SEPTEMBER 1, 1999 AND COMPLIES WITH MINIMUM STANDARDS FOR SURVEYS EXCEPTED BY NEW YORK STATE ASSOCIATION OF LAND SURVEYORS. THIS CERTIFICATION DOES NOT RUN WITH TITLE TO THE LAND.

- LEVIO and ROSE YOUNG
- FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK
- BRUNO and DONNA LEONERUNO

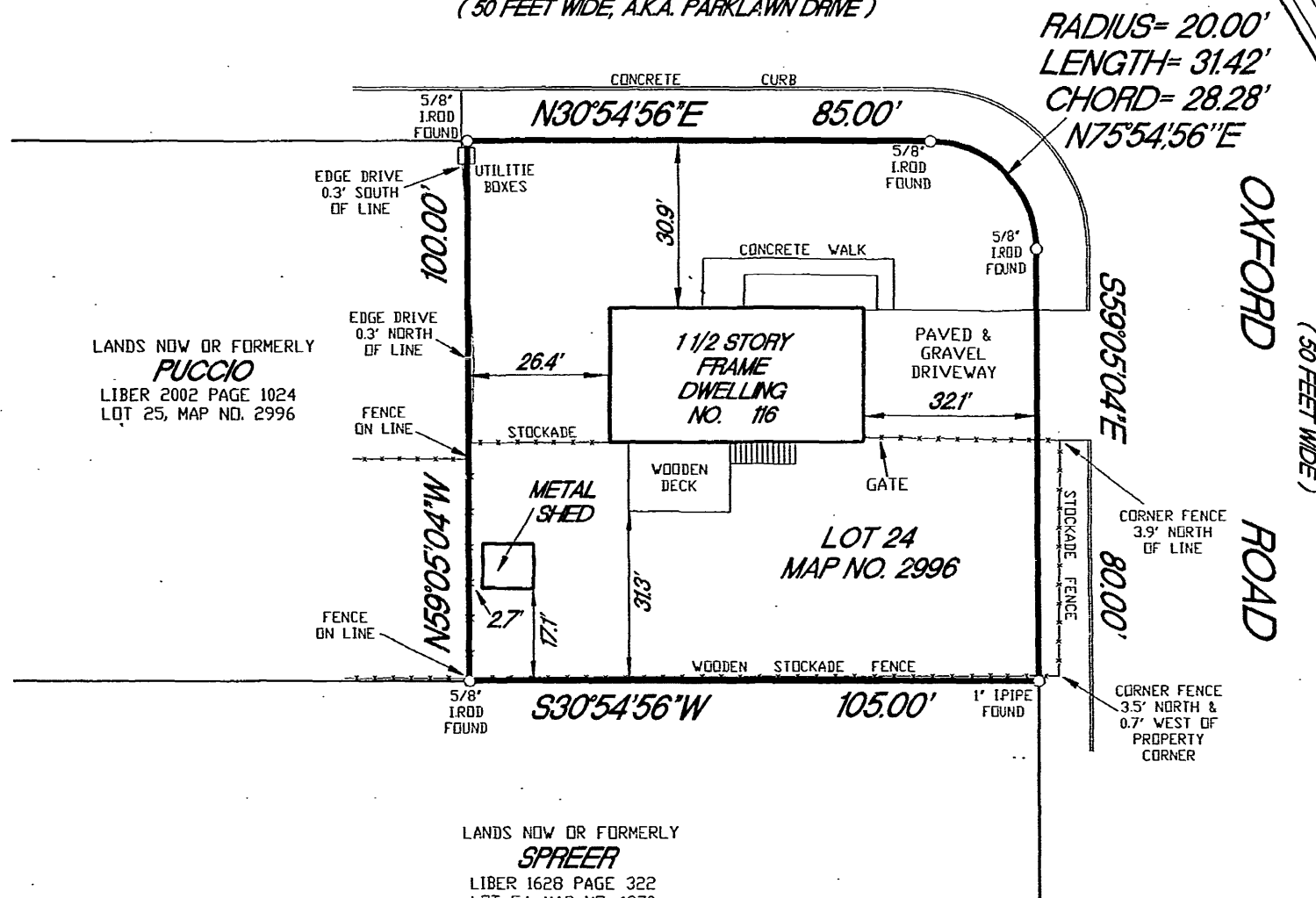
SURVEY No. 99105

SURVEYOR:

Anthony A. Sorace
ANTHONY A. SORACE, P.L.S. LIC. No. 50187

GLENDALE DRIVE

(50 FEET WIDE, AKA. PARKLAWN DRIVE)



LANDS NOW OR FORMERLY
Puccio
LIBER 2002 PAGE 1024
LOT 25, MAP NO. 2996

LANDS NOW OR FORMERLY
SPREER

LIBER 1628 PAGE 322
LOT 54, MAP NO. 1970

LOT AREA = 0.239 ACRES

(914) 496-3367

ANTHONY A. SORACE, P.L.S.
PROFESSIONAL LAND SURVEYOR
ROCK TAVERN, NEW YORK 12575
© 1999 BY ANTHONY A. SORACE, P.L.S.

THE ALTERATION OF THIS SURVEY MAP BY ANYONE OTHER THAN THE ORIGINAL PREPARER IS MISLEADING, CONFUSING AND NOT IN THE GENERAL WELFARE AND BENEFIT OF THE PUBLIC. IT IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY, MARKED WITH AN ORIGINAL LAND SURVEYOR'S RAISED EMBOSSED SEAL, SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Young, Levo

FILE# 00-28

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA X

USE ---

APPLICATION FOR VARIANCE FEE \$ 50.00

*Paid ck# 4975
7/7/00*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

*Paid ck# 4976
7/7/00*

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 6/24/00-3 \$ 13.50
2ND PRELIMINARY- PER PAGE 8/14/00-3 \$ 13.50
3RD PRELIMINARY- PER PAGE \$
PUBLIC HEARING - PER PAGE \$
PUBLIC HEARING (CONT'D) PER PAGE \$

TOTAL \$ 27.00

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 6/24/00 \$ 35.00
2ND PRELIM. 8/14/00 \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING. \$
PUBLIC HEARING (CONT'D) \$

TOTAL \$ 70.00

MISC. CHARGES:

..... \$
TOTAL \$ 97.00

LESS ESCROW DEPOSIT \$ 300.00
(ADDL. CHARGES DUE) \$
REFUND DUE TO APPLICANT .. \$ 203.00

[illegible]

LEVIO YOUNG
ROSE M. YOUNG
116 GLENDALE DR.
NEW WINDSOR, NY 12553

55-7041/2212
500006747

4976

DATE 7-6-00

PAY TO THE ORDER OF Town of New Windsor \$ 300 ⁰⁰/₁₀₀
three hundred ⁰⁰/₁₀₀ DOLLARS

NVE SAVINGS BANK
70 Engle St., Englewood, NJ 07631 50

MEMO Decl ZBA #00-28 Rose M. Young

⑆221270415⑆ 500006747⑈ 4976

SAFETY PAPER

LEVIO YOUNG
ROSE M. YOUNG
116 GLENDALE DR.
NEW WINDSOR, NY 12553

55-7041/2212
500006747

4975

DATE 7-6-00

PAY TO THE ORDER OF Town of New Windsor \$ 50 ⁰⁰/₁₀₀
fifty ⁰⁰/₁₀₀ DOLLARS

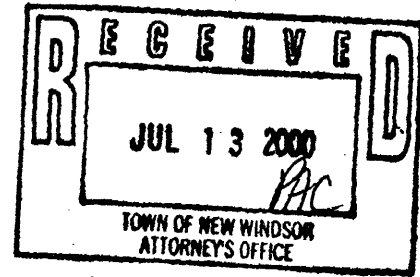
NVE SAVINGS BANK
70 Engle St., Englewood, NJ 07631 50

MEMO Decl ZBA #00-28 Rose M. Young

⑆221270415⑆ 500006747⑈ 4975

SAFETY PAPER

PUBLIC NOTICE OF HEARING
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR



PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 28

Request of LEVIO YOUNG

for a VARIANCE of the Zoning Local Law to Permit:

15 FT. REAR YARD VARIANCE for proposed ATTACHED
REAR ENCLOSED porch w/ insufficient rear yard;
being a VARIANCE of Section 48-12 - Table of Use/Bulk Regs. - Col. G.

for property situated as follows:

116 Glendale Drive, New Windsor, N.Y. 12553.

known and designated as tax map Section 25, Blk. 4 Lot 10.

PUBLIC HEARING will take place on the 14th day of August, 2000, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent.
Chairman

-----X
In the Matter of the Application of

LEVIO YOUNG

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE**

//00-28.
-----X

WHEREAS, LEVIO YOUNG, residing at 116 Glendale Drive, New Windsor, New York 12553, have made application before the Zoning Board of Appeals for a 15 ft. rear yard variance for construction of a proposed attached rear enclosed deck at above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 14th day of August, 2000 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Levio Young and Rose Young appeared on behalf of this Application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in opposition to this Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property consisting of a one-family home located in a neighborhood containing one-family homes.

(b) The Applicants wish to build a deck with a roof on it.

(c) The Applicants will not be removing any trees or creating any water hazards in erecting the deck.

(d) Other homes in the area have similar decks.

- (e) The deck will not be built on top of any water or sewer easements, well or septic system.
- (f) The property configuration is such that the property is on the corner of two streets. It appears visually to have one front and one side yard but, by law, this must be treated as two front yards thereby reducing the size of the property.
- (g) There is a rear entrance to the home which would enter from the deck. If the deck were not constructed, a person exiting the home through that portal would fall a considerable distance and likely sustain serious injury. The deck, therefore, provides safety for the occupants and users of the home.
- (h) There have been no complaints formal or informal about the deck or what it is designed to replace.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted for the reasons listed above.
4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.
6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 15 ft. rear yard variance for construction of an attached rear enclosed deck at the above residence, in an R-4 zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: November 13, 2000.


Chairman

Date 7/13/02, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth
168 N. Drury Lane DR.
Newburgh, N.Y. 12550

| DATE | | | CLAIMED | ALLOWED |
|---------|--|-------------------|---------|---------|
| 8/14/02 | | Zoning Board Mtg, | 75.00 | |
| | | Misc - 2 | | |
| | | Losio - 2 | | |
| | | Ferguson - 3 | | |
| | | Marulanda - 5 | | |
| | | Dunkin Donuts - 3 | | |
| | | Lehman - 3 | | |
| | | Schlesinger - 3 | | |
| | | Panella - 3 | | |
| | | Pearson - 3 | | |
| | | Cutro - 1 | | |
| | | Young - 3 13.50 | | |
| | | Days Inn - 3 | | |
| | | Czepiel - 2 | 175.50 | |
| | | Lahey - 3 | 250.50 | |
| | | 39 | | |

PUBLIC HEARING:

YOUNG, LEVIO

Mr. Levio Young and Mrs. Rose Young appeared before the Board for this proposal.

MR. TORLEY: Request for 15 foot rear yard variance for proposed attached rear enclosed porch at 116 Glendale Drive in an R-4 zone. Is there anyone in the audience wishes to speak on this besides the applicant? Let the record show there are no interested parties in the audience.

MS. BARNHART: For the record, we sent out 78 addressed envelopes to adjacent property owners on July 11th.

MR. TORLEY: They used to have to be certified mail.

MRS. YOUNG: Cost enough the way it was.

MR. TORLEY: So, this is the public hearing on the matter. Tell us what you want to do and why.

MRS. YOUNG: We want to just build a deck with a roof on it. That's all we want.

MR. KANE: What size deck are you attempting to build?

MRS. YOUNG: It's a 16 by 20.

MR. KANE: Will you be removing any trees or creating any water hazards in putting up this deck?

MRS. YOUNG: No.

MR. KANE: Do other homes in the area have similar size decks?

MRS. YOUNG: Yes.

MR. TORLEY: You're not building this over any sewer or water easements, well, or septic?

MRS. YOUNG: Not that we're aware of. It's a development there.

MR. KRIEGER: If I read the map correctly, this is on a corner property that has two streets?

MRS. YOUNG: Mm-hmm.

MR. KANE: Is the deck itself attached to the back of the house?

MR. YOUNG: It will be.

MR. KANE: Is there a rear entrance from the back?

MR. YOUNG: Yes.

MR. KANE: If you stepped out the back door and the deck wasn't there, what?

MRS. YOUNG: That's what it is right now. If you step out, you're going to go.

MR. KRIEGER: How far of a fall?

MRS. YOUNG: It's got to be, what, a good 16 feet, I guess.

MR. YOUNG: No.

MR. TORLEY: A sufficient distance so you could cause serious injuries or death?

MRS. YOUNG: Yes.

MR. KANE: So the deck is also providing a safety measure for the back?

MRS. YOUNG: Yes.

MR. TORLEY: With the letters that have been sent out, there are no replies?

MS. BARNHART: No one's here.

MR. KRIEGER: Are there any complaints on record about this, Mike?

MR. BABCOCK: No.

MR. KANE: Mr. Chairman, accept a motion?

August 14, 2000

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MR. TORLEY: Yes.

MR. KANE: I move we approve the application by Levio Young for their proposed enclosed porch.

MR. REIS: Second.

ROLL CALL

| | |
|--------------|-----|
| MR. McDONALD | AYE |
| MR. REIS | AYE |
| MR. KANE | AYE |
| MR. TORLEY | AYE |

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: June 1, 2000

APPLICANT: Levio Young
116 Glendale Drive
New Windsor, New York 12553

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Proposed 16' x 20' enclosed rear ~~deck~~ porch,

LOCATED AT: 116 Glendale Drive

ZONE: R-4

DESCRIPTION OF EXISTING SITE: One Family House 25-4-10

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed attack rear enclosed porch 16' x 20' will not meet minimum 40' rear yard set-back for corner lot. Original deck built with house was 8' x 10'.


BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: 8-6 Bulk Tables

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

25'

15'

REQ'D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

RECEIVED

MAY 30 2000

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

BUILDING DEPARTMENT

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

FOR OFFICE USE ONLY:
Building Permit #: 482-2000

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS
REQUIRED BEFORE PERMIT WILL BE ISSUED

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises LEV. & ROSE M. YOUNG

Address 116 GLENDALE DRIVE NEW WINDSOR NY 12553 Phone 565-1696

Mailing Address SAME AS ABOVE

Name of Architect _____

Address _____ Phone _____

Name of Contractor _____

Address _____ Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER

If applicant is a corporation, signature of duly authorized officer _____

(Name and title of corporate officer)

1. On what street is property located? On the Glendale Drive side of N.E. Corner Oxford Road
and _____ feet from the intersection of _____
N, S, E or W)

2. Zone or use district in which premises are situated RESIDENTIAL Is property a flood zone? Y N ✓

3. Tax Map Description: Section 25 Block 4 Lot 10

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy DECK b. Intended use and occupancy DECK

5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☐

6. Is this a corner lot? yes

7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____

8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____

Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

10. Estimated cost 2500.00

Fee

50.00

PAYED

date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Lisi & Louis Krychear
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 563-4618
(914) 563-4693 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

Louis Young
(Signature of Applicant)

116 GLENDALE DRIVE, NEW WINDSOR, NY
(Address of Applicant) 12553

(Owner's Signature)

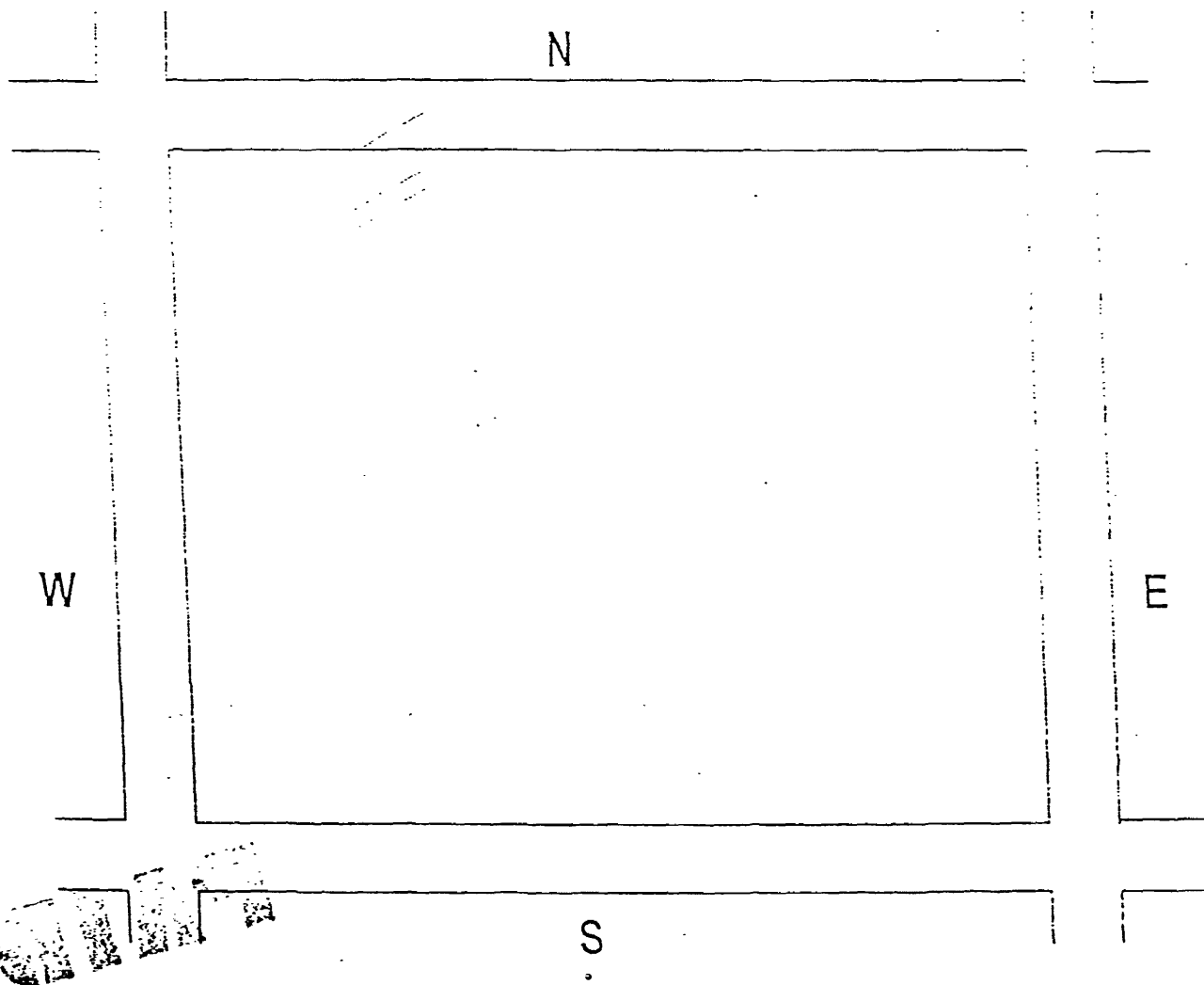
Ann M. Young

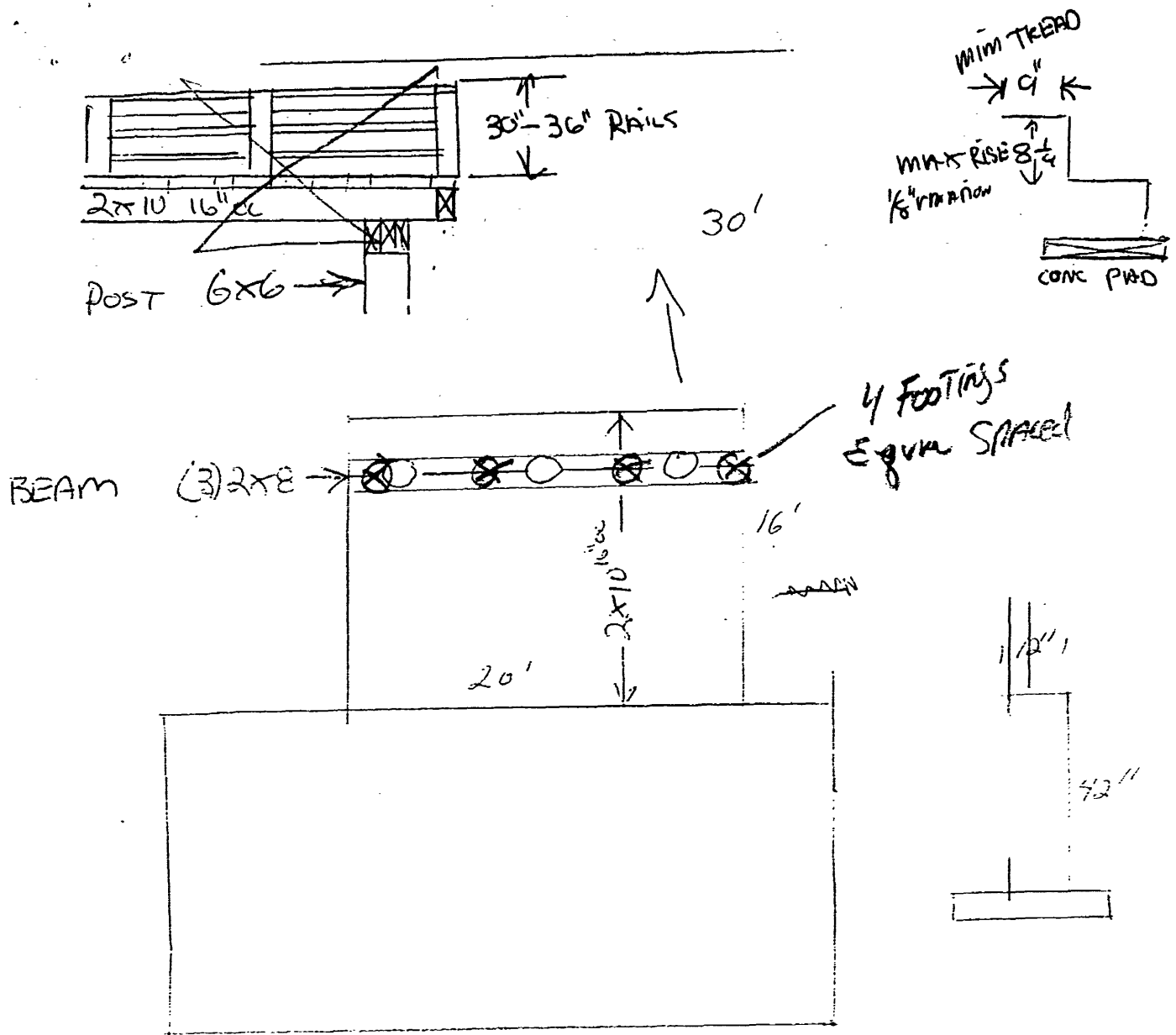
116 GLENDALE DRIVE, NEW WINDSOR, NY
(Owner's Address) 12553

PLOT PLAN

NOTE:

Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.





GIRDER - 6x8

FOOTING - 12x42

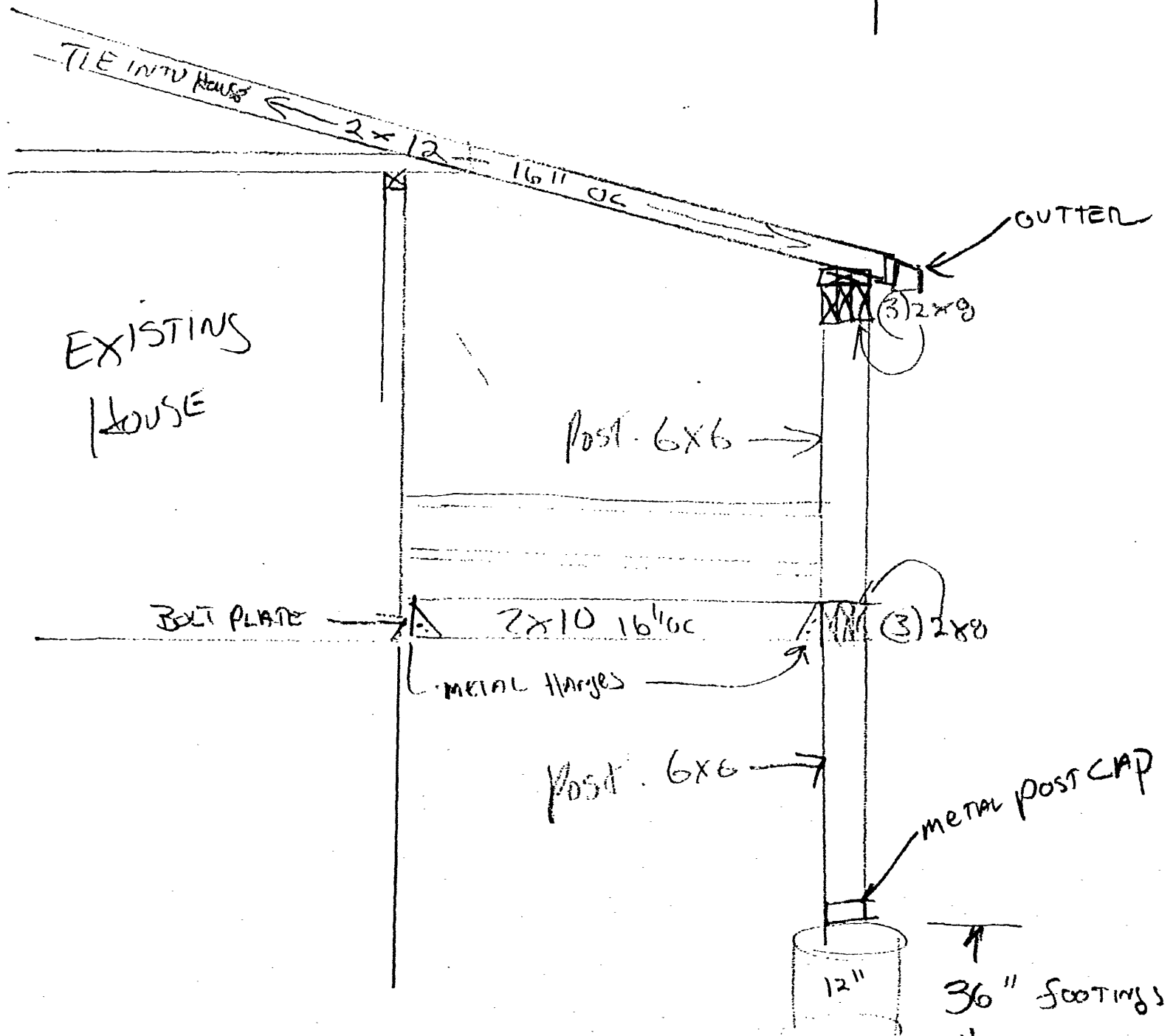
POSTS - 6x6 - METAL FASTENERS

DECKING - 58" x 6"

FLOOR BEAMS - 2x10

ROOF - ~~2x6~~ 2x12 16" OC
ROOF MATERIAL - FIBERGLASS
Need Roof Detail

16'



EXISTING
HOUSE

Post 6x6

BOLT PLATE

2x10 16" OC

METAL HARGES

Post 6x6

metal post cap

12"

36" FOOTINGS



Date 7/18/00, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
New Windsor NY 12550

| DATE | | | CLAIMED | ALLOWED |
|---------|--|-------------------|---------|---------|
| 6/30/00 | | Zoning Board Mtg | | 75 00 |
| | | Misc - 2 | | |
| | | Red/Guardian - 3 | | |
| | | Lesio - 1 | | |
| | | Young - 3 \$13.50 | | |
| | | Choe/Days Inn - 2 | | |
| | | Czepiel - 3 | | |
| | | Kelly - 4 | | |
| | | Lahay - 2 | | |
| | | Bila - 15 | | |
| | | Don Marcano - 6 | | 207 00 |
| | | Reynolds - 6 = 46 | | |
| | | | | 282 00 |

YOUNG, LEVIO

MR. NUGENT: Request for 15 ft. rear yard variance for proposed attached rear enclosed porch at 116 Glendale Drive in an R-4 zone.

Mr. and Mrs. Levio Young appeared before the board for this proposal.

MR. NUGENT: Okay, tell us what you want to do and why.

MRS. LEVIO: Well, we had a deck there which we thought we wanted to make safer and longer and we want to enlarge the deck and the deck that was there was all full of ants.

MR. LEVIO: The other one was falling down.

MR. NUGENT: So you're going to be encroaching on your rear yard by making the deck bigger?

MRS. LEVIO: Well, what's the setback yard line?

MR. NUGENT: Forty foot, isn't it?

MR. KRIEGER: I believe it's in that zone, yes.

MRS. LEVIO: So then if we go out 16--

MR. TORLEY: How big is the deck you have now?

MRS. LEVIO: Deck is 14 x 18 and we're going 16 x 20.

MR. TORLEY: And you want to make the additional size?

MRS. LEVIO: Yes.

MR. LEVIO: If it was 16, it would cut a window in half and we'd like to go 20 and include both windows. We don't understand the 15 feet, I thought I was going for five feet.

MR. NUGENT: Well, it says here that you only have 25 foot left and you need 40 when your deck is built.

MRS. LEVIO: So, you need 40 after the deck, I thought it was from the back of the house?

MR. NUGENT: From the deck, if the deck is attached to the house, you need 40 total and you only have 25 when it's completed, according to the numbers I have on my sheet.

MR. REIS: But it's beyond the code to begin with, correct, Jim?

MR. TORLEY: Yes, had to be.

MR. NUGENT: You're only increasing it by how much?

MRS. LEVIO: Two feet.

MR. NUGENT: You already were over. Deck's going to be 20 feet wide by 16 feet deep?

MRS. LEVIO: Yes.

MR. NUGENT: Okay, any other questions?

MR. TORLEY: Entertain a motion?

MR. NUGENT: Yes.

MR. TORLEY: I move that we grant Levio their requested public hearing on requested rear yard deck.

MR. REIS: Second it.

ROLL CALL

| | |
|--------------|-----|
| MR. MCDONALD | AYE |
| MR. REIS | AYE |
| MR. TORLEY | AYE |
| MR. NUGENT | AYE |

MS. CORSETTI: Here's your paperwork.

MRS. LEVIO: What does this mean?

MS. CORSETTI: Front sheet has all the information that

June 26, 2000

7

you need for the procedure.

MR. KRIEGER: Everything is done here in two hearings, preliminary which you just went through and by law, the ZBA must decide after a public hearing, that is for that, do you have that, you have to fill out the paperwork, I'd like to have you take this sheet here that has the criteria on which the zoning board must decide according to the state law, so at your public hearing, if you would address yourself to those criteria, that would be helpful.



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4631
Fax: (845) 563-4693

Assessors Office

June 28, 2000

(78)

Levio Young
116 Glendale Drive
New Windsor, NY 12553

Re: 25-4-10

Dear Mr. Levio,

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$95.00, minus your deposit of \$25.00.

Please remit the balance of \$70.00 to the Town Clerk's Office.

Sincerely,

L. Cook (signature)

Leslie Cook
Sole Assessor

LC/lrd
Attachments

CC: Pat Corsetti, ZBA

Wilberto & Melba Bonet
64 Birchwood Drive
New Windsor, NY 12553

Charlene Romaine
44 Birchwood Drive
New Windsor, NY 12553

Melvin & Rose Marie Hedlund
59 Birchwood Drive
New Windsor, NY 12553

Randy Davidson
62 Birchwood Drive
New Windsor, NY 12553

Edward & Catherine Brodow
40 Birchwood Drive
New Windsor, NY 12553

John & Kathleen Workman
61 Birchwood Drive
New Windsor, NY 12553

Robert J. Van Voorhis
60 Birchwood Drive
New Windsor, NY 12553

John & Marjorie Panzetta
69 Hudson Drive
New Windsor, NY 12553

Wayne & Joan Smith
63 Birchwood Drive
New Windsor, NY 12553

Mark K. Grammer
58 Birchwood Drive
New Windsor, NY 12553

Bruce & Marie Mott Sr.
67 Hudson Drive
New Windsor, NY 12553

Kenneth & Helen Miller
65 Birchwood Drive
New Windsor, NY 12553

Santa Carfizzi
56 Birchwood Drive
New Windsor, NY 12553

Joseph & Catherine Hughes Jr.
65 Hudson Drive
New Windsor, NY 12553

James Smith
Mary Wilcox
66 Hudson Drive
New Windsor, NY 12553

Robert & Eleanor Speer
54 Birchwood Drive
New Windsor, NY 12553

Theodore & Kathryn Annan
63 Hudson Drive
New Windsor, NY 12553

Estelle & Jeffrey Bousche
64 Hudson Drive
New Windsor, NY 12553

Joan Souppa
52 Birchwood Drive
New Windsor, NY 12553

Robert Joseph & Carol Griffen
C/o Margaretten & Co., Inc.
One Ronson Road
Iselin, NJ 08830

Anthony Pelitteri
Jeannine Sassano
10 Elm Drive
Stony Point, NY 10980

Edward & Patricia Callahan
50 Birchwood Drive
New Windsor, NY 12553

Thomasina Blair
59 Hudson Drive
New Windsor, NY 12553

David & Jeanne Walborn
110 Glendale Drive
New Windsor, NY 12553

Kenneth & Bernadette Chew
48 Birchwood Drive
New Windsor, NY 12553

Robert, Virginia & Helen Basile
55 Birchwood Drive
New Windsor, NY 12553

John Kochan
Mary Ann Makar
112 Glendale Drive
New Windsor, NY 12553

Clifton Parker
46 Birchwood Drive
New Windsor, NY 12553

Robert Hurley
57 Birchwood Drive
New Windsor, NY 12553

David & Phyllis Chapman
114 Glendale Drive
New Windsor, NY 12553

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

Frank & Diann Piccio
118 Glendale Drive
New Windsor, NY 12553

Howard & Estelle Brown
120 Glendale Drive
New Windsor, NY 12553

Stephen & Katherine Costello
122 Glendale Drive
New Windsor, NY 12553

Joseph & Arlene Mathews
124 Glendale Drive
New Windsor, NY 12553

Richard & Donna Hamel
126 Glendale Drive
New Windsor, NY 12553

Valentine & Alenka Pfeifer
PO Box 4073
New Windsor, NY 12553

Howard & Jill Brown Sr.
302 Cloverdale Court
New Windsor, NY 12553

Scott & Pamela Slepoy
304 Cloverdale Court
New Windsor, NY 12553

Christine Lynn Lafla
306 Cloverdale Court
New Windsor, NY 12553

Louis & Carol Smith
307 Cloverdale Court
New Windsor, NY 12553

Robert & Carole Nolan
305 Cloverdale Court
New Windsor, NY 12553

John McKinney
Maureen McCallum
303 Cloverdale Court
New Windsor, NY 12553

Richard & Grace Melville
301 Cloverdale Court
New Windsor, NY 12553

Mahmood & Meher Ahmed
113 Glendale Drive
New Windsor, NY 12553

Glenn & Diane Trapp
115 Glendale Drive
New Windsor, NY 12553

Community Church of the Nazarene
Of New Windsor
59 Blooming Grove Turnpike
New Windsor, NY 12553

Robert & Ronnie Silver
404 Carlton Circle
New Windsor, NY 12553

Gary & Karen Coopersmith
406 Carlton Circle
New Windsor, NY 12553

Christine Naclerio
408 Carlton Circle
New Windsor, NY 12553

William Kreeger
410 Carlton Circle
New Windsor, NY 12553

Joseph & Mary Hussey
411 Carlton Place
New Windsor, NY 12553

Ernest & Patricia Wagner
409 Carlton Circle
New Windsor, NY 12553

John & Eleanor Lech
407 Carlton Circle
New Windsor, NY 12553

Richard & Sandra Sollas
405 Carlton Circle
New Windsor, NY 12553

Lennie Wilson Jr.
403 Carlton Circle
New Windsor, NY 12553

Anthony & Carol Elias
502 Balmoral Circle
New Windsor, NY 12553

John & Rande O'Connor
504 Balmoral Circle
New Windsor, NY 12553

Sergio Valentin
506 Balmoral Circle
New Windsor, NY 12553

Patrick Allison
Mary Constantino
508 Balmoral Circle
New Windsor, NY 12553

Val & Marcie Gray
510 Balmoral Circle
New Windsor, NY 12553

Clarence & Ruth Starsiak
55 Hudson Drive
New Windsor, NY 12553

Byron & Angela Thomas
530 Balmoral Circle
New Windsor, NY 12553

John & Alberta Tonessa
53 Hudson Drive
New Windsor, NY 12553

Elizabeth Shewring
Louis Haines
532 Balmoral Circle
New Windsor, NY 12553

Wilson & Joanne Smith Jr.
51 Hudson Drive
New Windsor, NY 12553

Arnold & JoEllen Sabino
501 Balmoral Circle
New Windsor, NY 12553

Sally Scheiner
C/o Sally Scheiner Trustee
14488 Via Royale
Delray Beach, FL 33446

Jose & Carmen Aldebot
125 Glendale Drive
New Windsor, NY 12553

Melvina Totian
43 Birchwood Drive
New Windsor, NY 12553

Dennis & Patricia Somicelli
511 Balmoral Circle
New Windsor, NY 12553

Sean Hughes
Arlene Hughes
45 Birchwood Drive
New Windsor, NY 12553

Robert Paul & Ellen Doerr
507 Balmoral Circle
New Windsor, NY 12553

Sharon & Gus Balentino
47 Birchwood Drive
New Windsor, NY 12553

Consolidated Rail Corp
6 Penn Center Plaza
Philadelphia, PA 19103

John & Kathleen McParland
49 Birchwood Drive
New Windsor, NY 12553

Robert McKnight Jr.
51 Birchwood Drive
New Windsor, NY 12553

Jeffrey Coelho
Suzannah Jones
57 Hudson Drive
New Windsor, NY 12553

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(814) 563-4611

**RECEIPT
#523-2000**

07/07/2000

Young, Levio

#00-28

Received \$ 50.00 for Zoning Board Fees, on 07/07/2000. Thank you for stopping by the Town Clerk's office.

As always, it is our pleasure to serve you.

Dorothy H. Hansen
Town Clerk

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

DONNA M. LEOMBRUNO,

TO

LEVIO YOUNG and ROSE YOUNG,

SECTION 25 BLOCK 4 LOT 10

RECORD AND RETURN TO:
(Name and Address)

BLOOM & BLOOM PC
PO BOX 4323
NEW WINDSOR NY 12553

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE
ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

PROPERTY LOCATION

| | |
|---|---|
| <input type="checkbox"/> 2089 BLOOMING GROVE (TN) | <input type="checkbox"/> 4289 MONTGOMERY (TN) |
| <input type="checkbox"/> 2001 WASHINGTONVILLE (VLG) | <input type="checkbox"/> 4201 MAYBROOK (VLG) |
| <input type="checkbox"/> 2289 CHESTER (TN) | <input type="checkbox"/> 4203 MONTGOMERY (VLG) |
| <input type="checkbox"/> 2201 CHESTER (VLG) | <input type="checkbox"/> 4205 WALDEN (VLG) |
| <input type="checkbox"/> 2489 CORNWALL (TN) | <input type="checkbox"/> 4489 MOUNT HOPE (TN) |
| <input type="checkbox"/> 2401 CORNWALL (VLG) | <input type="checkbox"/> 4401 OTISVILLE (VLG) |
| <input type="checkbox"/> 2600 CRAWFORD (TN) | <input type="checkbox"/> 4600 NEWBURGH (TN) |
| <input type="checkbox"/> 2800 DEERPARK (TN) | <input checked="" type="checkbox"/> 4800 NEW WINDSOR (TN) |
| <input type="checkbox"/> 3089 GOSHEN (TN) | <input type="checkbox"/> 5089 TUXEDO (TN) |
| <input type="checkbox"/> 3001 GOSHEN (VLG) | <input type="checkbox"/> 5001 TUXEDO PARK (VLG) |
| <input type="checkbox"/> 3003 FLORIDA (VLG) | <input type="checkbox"/> 5200 WALKKILL (TN) |
| <input type="checkbox"/> 3005 CHESTER (VLG) | <input type="checkbox"/> 5489 WARWICK (TN) |
| <input type="checkbox"/> 3200 GREENVILLE (TN) | <input type="checkbox"/> 5401 FLORIDA (VLG) |
| <input type="checkbox"/> 3489 HAMPTONBURGH (TN) | <input type="checkbox"/> 5403 GREENWOOD LAKE (VLG) |
| <input type="checkbox"/> 3401 MAYBROOK (VLG) | <input type="checkbox"/> 5405 WARWICK (VLG) |
| <input type="checkbox"/> 3689 HIGHLANDS (TN) | <input type="checkbox"/> 5600 WAWAYANDA (TN) |
| <input type="checkbox"/> 3601 HIGHLAND FALLS (VLG) | <input type="checkbox"/> 5889 WOODBURY (TN) |
| <input type="checkbox"/> 3889 MINISINK (TN) | <input type="checkbox"/> 5801 HARRIMAN (VLG) |
| <input type="checkbox"/> 3801 UNIONVILLE (VLG) | |
| <input type="checkbox"/> 4089 MONROE (TN) | |
| <input type="checkbox"/> 4001 MONROE (VLG) | |
| <input type="checkbox"/> 4003 HARRIMAN (VLG) | |
| <input type="checkbox"/> 4005 KIRYAS JOEL (VLG) | |

CITIES

☐ 0900 MIDDLETOWN
☐ 1100 NEWBURGH
☐ 1300 PORT JERVIS

☐ 9999 HOLD

NO. PAGES 4 CROSS REF
CERT. COPY AFFT.

PAYMENT TYPE: CHECK
CASH
CHARGE
NO FEE

CONSIDERATION \$ 144,800.00
TAX EXEMPT

MORTGAGE AMT \$
DATE

MORTGAGE TYPE:

☐ (A) COMMERCIAL
☐ (B) 1 OR 2 FAMILY
☐ (C) UNDER \$10,000.
☐ (E) EXEMPT
☐ (F) 3 TO 6 UNITS
☐ (I) NAT.PERSON/CR.UNION
☐ (J) NAT.PER-CR.UN/ OR 2
☐ (K) CONDO

Donna L. Benson

DONNA L. BENSON
Orange County Clerk

RECEIVED FROM:

Goshen Searches

LIBER 5150PG 179

LIBER 5150 PAGE 179

ORANGE COUNTY CLERKS OFFICE 53481 FLT
RECORDED/FILED 09/21/1999 02:20:21 PM

FEES 47.00 EDUCATION FUND 5.00
SERIAL NUMBER: 001807
DEED CNTL NO 63156 RE TAX 580.00

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT — THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

GO 10637

THIS INDENTURE, made on September 15, 1999

BETWEEN

DONNA M. LEOMBRUNO, residing at 116 Glendale Drive, New Windsor, NY 12553

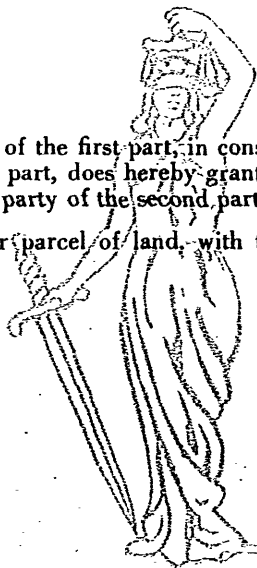
party of the first part, and

LEVIO YOUNG and ROSE YOUNG, husband and wife, residing at 63 Grove Street,
Tenafly, NJ 07670

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the



SEE SCHEDULE "A" ANNEXED HERETO

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


DONNA M. LEOMBRUNO

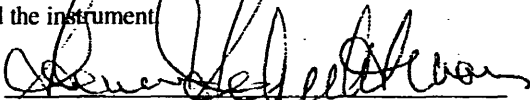
LIBER 5150 PG 180

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)

State of New York, County of ORANGE ss.:

On Sept. 15, 1999 before me, the undersigned,
personally appeared DONNA M. LEOMBRUNO

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument


(signature and office of individual taking acknowledgment)

STEVEN I. SCHECHTMAN
NOTARY PUBLIC
QUALIFIED IN NEW YORK STATE
COMMISSION EXPIRES: 7/20/00
OUTSIDE NEW YORK STATE (RPL 309-b)
County of ORANGE
State of NEW YORK
ss.:

On personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledgment taken)

(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of } ss.:
County of }

On before me, the undersigned,
personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof);

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

(☐ if taken outside New York State insert city or political subdivision and state or country or other place acknowledgment taken And that said subscribing witness(es) made such appearance before the undersigned in

_____)

(signature and office of individual taking acknowledgment)

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

SECTION 25

BLOCK 4

LOT 10

COUNTY OR TOWN

Orange

DONNA M. LEOMBRUNO,

TO

LEVIO YOUNG AND

ROSE YOUNG,

RETURN BY MAIL TO:

Zip No.

Reserve this space for use of Recording Office.

LIBER 5150PG 181

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being shown and designated as Lot #24 on a filed map entitled "Plan of Subdivision Parklawn", Town of New Windsor, Orange County, New York, made by Eustance & Horowitz, P.C., dated 10/11/72, revised 2/20/73, revised 3/21/73 and filed in the Orange County Clerk's Office on 5/22/73 at Pocket 15, Folder A as Filed Map #2996, which lot is more particularly described as follows:

BEGINNING at a point on the easterly side of Parklawn Drive, which said point is at the end of a curve connecting the easterly side of Parklawn Drive with the southerly side of Oxford Road, and running thence along the easterly side of Parklawn Drive on a course of South 30° 54' 56" West, a distance of 85.0 feet to a point; running thence South 59° 05' 04" East, a distance of 100.0 feet to a point; running thence North 30° 54' 56" East, a distance of 105.0 feet to a point on the southerly side of Oxford Road; running thence along the southerly side of Oxford Road on a course of North 59° 05' 04" West, a distance of 80.0 feet to a point of curvature; running thence on a curve to the left having a radius of 20.0 feet, and an arc length of 31.42 feet to the point or place of beginning.

GOSHEN SEARCHERS INC.

20 SCOTCHTOWN AVENUE

GOSHEN, NEW YORK 10924

OFFICE: 914-294-5110

COUNTY BUILDING: 914-294-6913

NEWBURGH TIE LINE: 914-584-8150

FAX 914-294-9581

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

00-28
Date: 07/07/00.

I. Applicant Information:

- (a) LEVI O + ROSE YOUNG 116 GLENDALE DR NEW WINDSOR NY
(Name, address and phone of Applicant) (Owner) 565-1696
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

✓ III. Property Information:

- (a) R-4 116 GLENDALE DRIVE 25-4-10. 100x105 ±
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? _____
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? 9-15-99.
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: _____

IV. Use Variance. NA

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes____ No____.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. G.

| <u>Requirements</u> | <u>Proposed or Available</u> | <u>Variance Request</u> |
|------------------------------|------------------------------|-------------------------|
| Min. Lot Area _____ | _____ | _____ |
| Min. Lot Width _____ | _____ | _____ |
| Reqd. Front Yd. _____ | _____ | _____ |
| Reqd. Side Yd. _____ | _____ | _____ |
| Reqd. Rear Yd. <u>40'</u> | <u>25'</u> | <u>15'</u> |
| Reqd. Street Frontage* _____ | _____ | _____ |
| Max. Bldg. Hgt. _____ | _____ | _____ |
| Min. Floor Area* _____ | _____ | _____ |
| Dev. Coverage* _____ % | _____ % | _____ % |
| Floor Area Ratio** _____ | _____ | _____ |
| Parking Area _____ | _____ | _____ |

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

There will be no change to the neighborhood as a result of this proposed deck; nor will structure adversely effect or impact the physical or environmental conditions in the neighborhood;

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A.

(a) Variance requested from New Windsor Zoning Local Law, Section _____, _____ Regs.

| | <u>Requirements</u> | <u>Proposed or Available</u> | <u>Variance Request</u> |
|--------|---------------------|------------------------------|-------------------------|
| Sign 1 | _____ | _____ | _____ |
| Sign | _____ | _____ | _____ |
| Sign 3 | _____ | _____ | _____ |
| Sign | _____ | _____ | _____ |
| | _____ | _____ | _____ |
| | _____ | _____ | _____ |

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation: N/A.

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The quality of the zone will be maintained and upgraded by the appearance of the proposed structure.

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 300.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

Date: 07/07/00.

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

X. Lewis Young
(Applicant)

Sworn to before me this

7th day of July, 2000.
Patricia A. Corsetti

XI. ZBA Action:

PATRICIA A. CORSETTI
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 2001.

(a) Public Hearing date: _____.

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC
HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF
APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

ALTA Owner's Policy
(10-17-92)
FTWC-900



POLICY OF TITLE INSURANCE



ISSUED BY

Policy No. Y 0107041

Title No. GO 10637

First American Title Insurance Company of New York

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK, a New York corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

GOSHEN SEARCHERS INC.
20 SCOTCHTOWN AVENUE
GOSHEN, NEW YORK 10924
OFFICE: 914-294-5110
COUNTY BUILDING: 914-294-6913
NEWBURGH TIE LINE: 914-564-6150
FAX 914-294-9581

*First American Title Insurance Company
of New York*

AUTHORIZED SIGNATURE

BY

PRESIDENT

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on: (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure (a) to timely record the instrument of transfer; or (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

First American Title Insurance Company of New York

SCHEDULE A

Title No. 10637

Policy No. Y 0107041

Amount of Insurance: \$144,800.00

Date of Policy: September 21st, 1999

1. Name of insured:

Levio Young and Rose Young

2. The estate or interest in the land which is covered by this policy is: FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

Deed dated September 15th, 1999 made by Donna M. Leombruno to Levio Young and Rose Young, recorded September 21st, 1999 in the Orange County Clerk's Office in Liber 5150 of Deeds at page 179.

4. The land referred to in this policy is described as follows:

SEE SCHEDULE "A" ATTACHED

SCHEDULE A

GO 10637

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being shown and designated as Lot #24 on a filed map entitled "Plan of Subdivision Parklawn", Town of New Windsor, Orange County, New York, made by Eustance & Horowitz, P.C., dated 10/11/72, revised 2/20/73, revised 3/21/73 and filed in the Orange County Clerk's Office on 5/22/73 at Pocket 15, Folder A as Filed Map #2996, which lot is more particularly described as follows:

BEGINNING at a point on the easterly side of Parklawn Drive, which said point is at the end of a curve connecting the easterly side of Parklawn Drive with the southerly side of Oxford Road, and running thence along the easterly side of Parklawn Drive on a course of South 30 degrees 54' 56" West, a distance of 85.0 feet to a point; running thence South 59 degrees 05' 04" East, a distance of 100.0 feet to a point; running thence North 30 degrees 54' 56" East, a distance of 105.0 feet to a point on the southerly side of Oxford Road; running thence along the southerly side of Oxford Road on a course of North 59 degrees 05' 04" West, a distance of 80.0 feet to a point of curvature; running thence on a curve to the left having a radius of 20.0 feet, and an arc length of 31.42 feet to the point or place of beginning.

First American Title Insurance Company of New York

SCHEDULE B

Title No. 10637

Policy No. Y 0107041

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
2. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain, and repair the same, but policy will insure, however, that there are no such agreements of record, in connection therewith, except as may be shown herein.
3. The exact acreage of the premises herein will not be insured.
4. Riparian rights, if any, in favor of the premises herein are not insured.
5. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
6. Subject to 50' front, 35' rear and 12' side yard requirement on filed map.
7. No lands lying in the bed or right of way of any street or road abutting or bounding the premises are insured.
8. Subject to rights and easements, if any, acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein, and in, to and over the street adjacent thereto.
9. Survey dated 9/1/99 by Anthony A. Sorace shows premises with no variations or encroachments except:
 - Fence near northeasterly line lies outside of bounds - no rights in and to same are insured;
 - Fence at southeast line within bounds;
 - Fence at northwest line - on line;
 - Drive on premises to southwest encroaches up to 0.3 feet onto insured premises - rights of adjoiners to utilize and maintain encroachment are excepted;
 - Drive extend into right-of-way of Oxford Road;
 - Utility box at westerly corner indicates lines run underground - no lines or easements shown to house;
 - Shows house with attached deck within bounds.

First American Title Insurance Company of New York

STANDARD NEW YORK ENDORSEMENT (OWNER'S POLICY)

Title No. GO 10637

1. The following is added to the insuring provisions on the face page of this policy: Y 0107041

"5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. The following is added to Paragraph 7 of the Conditions and Stipulations of this policy:

"(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents."

Nothing herein contained shall be construed as extending or changing the effective date of the policy, unless otherwise expressly stated.

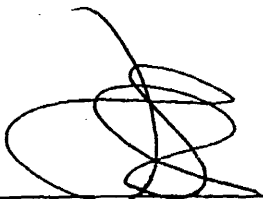
This Endorsement, when countersigned below by a validating signatory, is made part of the policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

IN WITNESS WHEREOF, First American Title Insurance Company of New York has caused this Endorsement to be signed and sealed on its date of issue set forth herein.

Dated: 9/21/99

Countersigned:

**First American Title Insurance Company
of New York**



Authorized Signature

BY:

Authorized Officer



First American Title Insurance Company of New York

MARKET VALUE POLICY RIDER

Policy No. Y 0107041

Title No. GO 10637

Date of Issue 9/21/99

Name(s) of Insured Homeowner(s) Levio Young and Rose Young

OWNER'S STATEMENT OF COVERAGE:

In consideration of the payment of the additional premium for the issuance of this Rider to the Policy as hereinafter defined, the Company insures the named homeowner against loss or damage not exceeding the market value of the premises at the time of loss, in accordance with the conditions of the Policy not inconsistent with the provisions of this Rider, and subject to the matters excepted from coverage in Schedule B.

DEFINITIONS:

- (a) The Policy is the policy issued to the named insured herein in the amount of the original purchase price paid for the insured premises.
- (b) Time of loss shall be such date as the homeowner shall have actual knowledge of facts giving rise to a claim under the Policy.
- (c) A homeowner is a natural person, fee owner and resident of real property used predominately for residential purposes and containing no more than 4 dwelling units, a residential condominium unit, or a residential co-operative leasehold interest. The benefits of this Rider shall be available only to the named insured provided the named insured is a homeowner as defined herein at the date of the issuance of this Rider and at the date any claim under this Rider is made.
- (d) Market value at time of loss shall be such value of the insured premises as is determined by three arbitrators or any two of them, one of whom should be chosen by the insured and one by the Company, and the two so chosen selecting the third arbitrator. Such value shall exclude the market value of any improvements made to the premises subsequent to the date of the Policy. The above valuation procedure shall also apply in the event the insured premises is a residential cooperative leasehold interest.

CONDITIONS:

- (a) Paragraph 8 of the Conditions and Stipulations of the Policy is hereby deleted. That portion of subdivision (b) of paragraph 7 of the Conditions and Stipulations of the Policy as relates to improvements made subsequent to the Date of Policy is hereby deleted and the following paragraph is submitted in lieu thereof:

In the event that a partial loss occurs after the insured makes an improvement to the insured premises subsequent to the date of this Rider, the valuation of such partial loss shall be determined in relationship to the market value of the premises at the time of such partial loss, minus the market value of such improvements made to the insured premises subsequent to the date of this Rider.

- (b) Notwithstanding anything herein to the contrary, in the event of a loss, partial or total, the insured shall have the option to elect to value such loss under the terms of this Rider or under the terms and amount of the Policy.
- (c) All other provisions of the Policy, not inconsistent with the provisions of this Rider, shall remain in full force and effect.
- (d) This Rider and the Policy is the entire contract between the named insured and the Company.

Countersigned:

**First American Title Insurance Company
of New York**

Authorized Signature

BY:

Authorized Officer

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes

expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or, (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

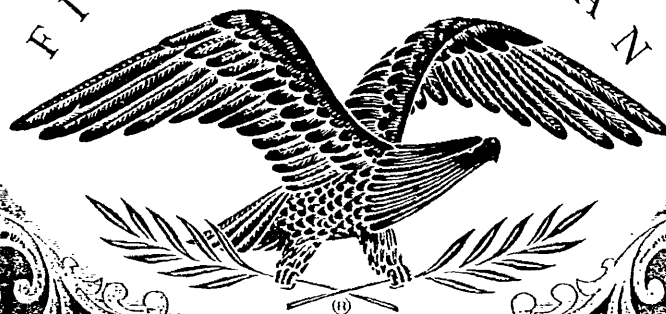
16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1050 Franklin Avenue, Garden City, New York 11530.

FIRST AMERICAN



First American Title Insurance Company of New York

**POLICY
OF
TITLE
INSURANCE**

